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ATTORNEYS FOR DEFENDANT

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF CALIFORNIA

MOLLY BROWN, PARSA MILLER, and
LAUREN MORGAN as individuals, on behalf of
themselves, the general public and those similarly
situated,

Plaintiffs,

v.

NATURE'S PATH FOODS, INC.,

Defendant.

Case No.: 4:21-cv-05132-HSG

**STIPULATED
PROTECTIVE ORDER**

THE HONORABLE
HAYWOOD S. GILLIAM JR

1 **1. A. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action is likely to involve production of
3 confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the parties hereby stipulate (“Stipulation”) to and request that the Court
6 enter the following Stipulated Protective Order (“Order”). The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to discovery and that the
8 protection it affords from public disclosure and use extends only to the limited information or
9 items that are entitled to confidential treatment under the applicable legal principles. The parties
10 further acknowledge, as set forth in Paragraph 12.4, below, that this Order does not entitle them
11 to file confidential information under seal; Civil Local Rule 79-5 and General Order 62 set forth
12 the procedures that must be followed and the standards that will be applied when a party seeks
13 permission from the Court to file material under seal.

14 **B. GOOD CAUSE STATEMENT**

15 This action may involve trade secrets, customer and pricing lists and other valuable
16 research, development, commercial, financial, technical and/or proprietary information for which
17 special protection from public disclosure and from use for any purpose other than prosecution of
18 this action is warranted. Such confidential and proprietary materials and information consist of,
19 among other things, confidential business or financial information, information regarding
20 confidential business practices, or other confidential research, development, or commercial
21 information (including information implicating privacy rights of third parties), information
22 otherwise generally unavailable to the public, or which may be privileged or otherwise protected
23 from disclosure under state or federal statutes, court rules, case decisions, or common
24 law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
25 disputes over confidentiality of discovery materials, to adequately protect information the parties
26 are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses
27 of such material in preparation for and in the conduct of trial, to address their handling at the end
28 of the litigation, and serve the ends of justice, a protective order for such information is justified

in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: This pending federal lawsuit, *Brown, et. al., v. Nature's Path Foods, Inc.*, United State District Court, Northern District of California, Case No. 4:21-cv-05132-HSG.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 CONFIDENTIAL Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

However, the protections conferred by this Order do not cover the following information:

(a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and/or

(b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party.

2.3 Counsel (without qualifier): Outside Counsel and In-House Counsel (as well as their support staff).

2.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things,

1 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
2 responses to discovery in this matter, including but not limited to, answers to interrogatories,
3 responses to requests for production, responses to requests for admission, and transcripts of
4 depositions and hearings (or portions of such transcripts).

5 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to
6 the litigation who has been retained by a Party or its counsel to serve as a testifying or non-
7 testifying expert or consultant in this Action. This definition includes a professional jury or trial
8 consultant retained in connection with this litigation.

9 2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
10 Items: means extremely sensitive “CONFIDENTIAL Information or Items,” disclosure of which
11 to another Party or Non-Party would create a substantial risk of serious harm that could not be
12 avoided by less restrictive means.

13 2.8 In-House Counsel: attorneys who are employees of a Party to this Action. In-
14 House Counsel does not include Outside Counsel of Record or any other outside counsel.

15 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
16 entity not named as a Party to this Action.

17 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this
18 Action but are retained to represent or advise a party to this Action and have appeared in this
19 Action on behalf of that party or are affiliated and/or associated with a law firm which has
20 appeared on behalf of that party, and their support staff.

21 2.11 Party: any party to this Action, including all of its officers, directors, employees,
22 consultants, Experts, and Outside Counsel of Record (and their support staffs).

23 2.12 Producing Party: a Party or non-Party that produces Disclosure or Discovery
24 Material in this Action.

25 2.13 Professional Vendors: persons or entities that provide litigation support services
26 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
27 organizing, storing, or retrieving data in any form or medium) and their employees and
28 subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. This Order does not govern the use of Protected Material at trial. Any use of Protected Material at trial shall be governed by a separate agreement or order.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law. For a period of six (6) months after final disposition of this litigation, this Court will retain jurisdiction to enforce the terms of this Order.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized

1 designations are prohibited. Designations that are shown to be clearly unjustified or have been
2 made for an improper purpose (e.g., to unnecessarily encumber or retard the case development
3 process or to impose unnecessary expenses and burdens on other parties) expose the Designating
4 Party to sanctions. If it comes to a Designating Party's attention that information or items that it
5 designated for protection do not qualify for protection, that Designating Party must promptly
6 notify all other Parties that it is withdrawing the mistaken designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
8 (see, e.g., Paragraph 5.2(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery
9 Material that qualifies for protection under this Order must be clearly so designated before the
10 material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) For information in documentary form (e.g., paper or electronic documents, but
13 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
14 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
15 ONLY" to each page that contains protected material or to the cover page of bound or grouped
16 material. If only a portion or portions of the material on a page qualifies for protection, the
17 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
18 markings in the margins).

19 A Party or Non-Party that makes original documents or materials available for
20 inspection need not designate them for protection until after the inspecting Party has indicated
21 which material it would like copied and produced. During the inspection and before the
22 designation, all of the material made available for inspection shall be deemed "HIGHLY
23 CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting Party has identified the
24 documents it wants copied and produced, the Producing Party must determine which documents,
25 or portions thereof, qualify for protection under this Order. Then, before producing the specified
26 documents, the Producing Party must affix the "CONFIDENTIAL" or "HIGHLY
27 CONFIDENTIAL – ATTORNEYS' EYES ONLY" legend to each page that contains Protected
28 Material or to the cover page of bound or grouped material. If only a portion or portions of the

1 material on a page qualifies for protection, the Producing Party also must clearly identify the
2 protected portion(s) (e.g., by making appropriate markings in the margins).

3 (b) For testimony given in deposition or in other pretrial or trial proceedings, that
4 the Designating Party identify on the record, before the close of the deposition, hearing, or other
5 proceeding, or within thirty (30) days of receipt of the deposition transcript from the court reporter
6 (“30-day period”) all protected testimony, Disclosure or Discovery Material. The entire
7 deposition transcript will be considered by the Parties as ““HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY”” during the 30-day period. After the 30-day period, if no Party has
9 designated some or all of that deposition transcript as “CONFIDENTIAL” or “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” under this Protective Order, the entire
11 deposition, or those portions of the deposition not designated as confidential, will no longer be
12 considered confidential.

13 (c) For information produced in some form other than documentary and for any
14 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
15 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
16 or ““HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”” If only a portion or portions
17 of the information or item warrant protection, the Producing Party, to the extent practicable, shall
18 identify the protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
20 designate qualified information or items does not, standing alone, waive the Designating Party’s
21 right to secure protection under this Order for such material. Upon correction of a designation,
22 the Receiving Party must make reasonable efforts to assure that the material is treated in
23 accordance with the provisions of this Order and, if the information or items were shared,
24 disclosed, or distributed by the Receiving Party prior to their designation being corrected, the
25 Receiving Party must inform the Producing Party of the names and contact information of all
26 individuals who learned the information or items and the Receiving Party must put forth a good
27 faith effort to have the individual(s) sign the “Agreement To Be Bound By Protective Order”
28 (Exhibit A), if applicable..

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
3 confidentiality at any time that is consistent with the Court's Scheduling Order. Unless a prompt
4 challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable,
5 substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the
6 litigation, a Party does not waive its right to challenge a confidentiality designation by electing
7 not to mount a challenge promptly after the original designation is disclosed.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
9 by providing written notice of each designation it is challenging (e.g., by identifying the category
10 of documents or information or the applicable Bates numbers, or identifying the pages and lines
11 in a transcript), and describing the basis for each challenge. To avoid ambiguity as to whether a
12 challenge has been made, the written notice must recite that the challenge to confidentiality is
13 being made in accordance with this specific paragraph of the Protective Order. The parties shall
14 attempt to resolve each challenge in good faith and must begin the process by conferring directly (in
15 voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date
16 of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the
17 confidentiality designation was not proper and must give the Designating Party an opportunity to
18 review the designated material, to reconsider the circumstances, and, if no change in designation is
19 offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next
20 stage of the challenge process only if it has engaged in this meet and confer process first or establishes
21 that the Designating Party is unwilling to participate in the meet and confer process in a timely
22 manner.

23 6.3 Judicial Intervention. If the Meet and Confer does not resolve the Parties' dispute
24 as to the at-issue designations, the Designating Party may file and serve a joint letter brief pursuant
25 to paragraphs 19 and 20 of Standing Order For Civil Cases Before District Judge Haywood S.
26 Gilliam, Jr within 21 days of the initial notice of challenge or within 14 days of the parties
27 agreeing that the meet and confer process will not resolve their dispute, whichever is
28 later. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose

unnecessary expenses and burdens on the other parties) may expose the Challenging Party to sanctions. Failure by a Designating Party to retain confidentiality within the applicable 21- or 14-day period (set forth above) with the Court shall automatically waive the confidentiality designation for each challenged designation. Unless the Designating Party has waived the confidentiality designation by failing to file a letter brief to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge. The burden of persuasion in any such challenge to the confidentiality of designated information shall be on the Designating Party.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of paragraph 13 below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to the following individuals under the following conditions:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record, and Professional Vendors of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit A;

(b) The Parties (included the named Plaintiffs) and the directors, officers, and employees (including In-House Counsel) of the Receiving Party to whom it is reasonably

necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A;

(c) [omitted]

(d) Experts (as defined in this Order) to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(e) the Court and its personnel;

(f) court reporters and their staff, professional jury or trial consultants, and mock jurors who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(h) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(i) any other person as to whom the Designating Party has consented to disclosure in advance;

(j) such other persons as the parties may agree or may be ordered by the Court;

and

(k) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the Parties engaged in settlement discussions.

7.3 Disclosure of “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may not disclose any information or item designated “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” to anyone other than:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record, and Professional Vendors of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A;

(b) In-House Counsel of a Receiving Party (1) who has no involvement in competitive decision-making involving the subject matter of this action, and (2) to whom disclosure is reasonably necessary for this litigation;

(c) [omitted]

(d) Experts (as defined in this Order) to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement To Be Bound by Protective Order” (Exhibit A);

(e) the Court and its personnel;

(f) court reporters and their staff, professional jury or trial consultants, and mock jurors and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(h) non-Party witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A;

(i) during their depositions, the officers, directors, and current employees of the Designating Party to whom disclosure is reasonably and who have signed the “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A); and

(h) the author, addressee, custodian or prior recipient of the document or the original source of the information;

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Receiving Party is served with a subpoena or a court order issued in other litigation that would compel disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” the Receiving Party must:

(a) promptly notify in writing the Designating Party. Such notification must include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Order. Such notification shall include a copy of this Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Receiving Party served with the subpoena or court order shall not produce any information designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

9.1 The terms of this Order are applicable to information produced by a Non- Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

9.2 In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(a) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(b) promptly provide the Non-Party with a copy of the Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(c) make the information requested available for inspection by the Non-Party.

9.3 If the Non-Party fails to object or seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before determination by the Court. Absent a Court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to the Federal Rule of Evidence 502(d) and (e), the parties agree that the inadvertent or unintentional disclosure by the Producing Party of Confidential Information, regardless of

1 whether the information was so designated at the time of disclosure, shall not be deemed a
2 waiver in whole or in part of a Designating Party's claim of confidentiality, either as to the
3 specific information disclosed or as to any other information relating thereto on the same or
4 related subject matter.

5 Additionally, the inadvertent or unintentional disclosure by the Producing Party of
6 documents or information subject to the attorney-client privilege, work product immunity or
7 any other applicable privilege shall not constitute a waiver of, nor a prejudice to, any claim that
8 such or related material is Protected Information, privileged, or protected by the work product
9 immunity or any other applicable privilege.

10 The parties have agreed upon a "clawback" process pursuant to Fed. R. Civ. P. 26(b)(5)
11 and 26(f)(3)(D) and reserve their rights to assert privilege as follows. The Producing Party must
12 notify the Receiving Party in writing within ten business days after discovery of an inadvertent
13 production or disclosure. Such inadvertently produced or disclosed documents or information,
14 including all copies thereof, shall be destroyed or returned to the Producing Party within ten
15 business days of the request, and in the same time frame, the Receiving Party shall destroy any
16 notes or other writing or recordings that summarize, reflect, or discuss the content of such
17 privileged or Protected Information. No use shall be made of such documents or information
18 from such inadvertent production during deposition or at trial, nor shall such documents or
19 information be provided to anyone who did not already have access to them prior to the request
20 by the Producing Party that they be returned. If such documents were shared, disclosed, or
21 distributed by the Receiving Party before the "claw back," the Receiving Party must inform the
22 Producing Party of the names and contact information of all individuals who viewed or learned
23 the contents of the documents.

24 The Receiving Party may move the Court for an Order compelling production of any
25 inadvertently produced or disclosed document or information pursuant to paragraphs 19 and 20
26 of Standing Order For Civil Cases Before District Judge Haywood S. Gilliam, Jr, but the joint
27 letter brief shall not assert as a ground for production the fact of the inadvertent production or
28 disclosure, nor shall the joint letter brief disclose or otherwise use the content of the

inadvertently produced document or information (beyond any information appearing on the above-referenced privilege log) in any way.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 No Modification of Privileges. Nothing in this Order shall modify the law regarding the attorney-client privilege, the attorney work product doctrine, the joint defense privilege, and any other applicable privilege or reason for non-disclosure with respect to trade secrets or other confidential research, development or commercial information to the extent such privilege exists under applicable law.

12.4 Filing Protected Material. Without written permission from the Designating Party or a Court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this Action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a Court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5(e) is denied by the Court, then the Receiving Party may file the information in the public record pursuant to Civil Local Rule 79-5(e)(2) unless otherwise instructed by the Court.

13. FINAL DISPOSITION

Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60) days after the final disposition of this Action, as defined in paragraph 4, above, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty (60) day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Paragraph 4 (DURATION), above.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated this 20 day of May, 2023.

/s/ Kali R. Backer

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Attorneys for Plaintiffs

Dated this 20 day of May, 2023.

/s/ Lena Gankin

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Attorneys for Defendant

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated this 1st day of June, 2023.



THE HONORABLE
HAYWOOD S. GILLIAM JR

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Northern District of California on
_____, in the case of *Molly Brown, et. al., v. Nature's Path
Foods, Inc.*, United State District Court, Northern District of California, Case No. 4:21-cv-05132-
HSG. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Northern District of California for the purpose of enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this Action.

I hereby appoint _____ [print or type full name],
of _____ [print or type full address and telephone number]
as my California agent for service of process in connection with this Action or any proceedings
related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____